



STATE OF INDIANA

Request for Proposal 17-012

INDIANA DEPARTMENT OF ADMINISTRATION

**On Behalf Of
INDIANA DEPARTMENT OF CORRECTION**

**Solicitation For:
OFFENDER MEDICAL SERVICES**

Response Due Date: November 9, 2016

Jennifer Mayfield, Senior Account Manager
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

SECTION ONE
GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

1.1 INTRODUCTION

In accordance with Indiana statute, including IC 5-22-9, the Indiana Department of Administration (IDOA), acting on behalf of the Indiana Department of Correction, requires comprehensive medical services for offenders under custody of the Indiana Department of Correction. It is the intent of IDOA to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This RFP is being posted to the IDOA website (<http://www.IN.gov/idoa/2354.htm>) for downloading. A nominal fee will be charged for providing hard copies. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

ACA	The American Correctional Association is a not-for-profit correctional association that maintains a voluntary accreditation program for prisons that meet its published standards.
APRA	Indiana Access to Public Records Act, IC 5-14-3
Addiction Recovery Services	Substance Abuse Treatment including, but not limited to treatment, programming, therapeutic communities, and medication assisted recovery.
Accreditation	Award given by the National Commission on Correctional Health Care or the American Correctional Association signifying compliance with the required number of standards in its Prison Health Standards.
Agency Name	The Indiana Department of Correction.
Alternates	Description of items or activities that may be added or deleted from the scope of the contractor's work.

CAC	The Commission on Accreditation for Corrections is a not-for-profit body, independent from but associated with the American Correctional Association. The main responsibility of this board is to conduct the accreditation hearings to verify that those agencies applying for accreditation comply with the applicable standards.
Capitated	A set fee per patient regardless of the services provided.
CLIA	Clinical Laboratory Improvement Amendments of 1988.
Community of Standards	The latest standards based on evidence based guidelines by each college discipline (e.g., AHA, ADA, etc.)
Comprehensive	Inclusive of all costs and services necessary to deliver the proposed services.
DD	Developmentally Disabled.
FSSA	Indiana Family and Social Services agency.
HIP 2.0	“Healthy Indiana Plan.” The State’s alternative method of providing Medicare to Indiana residents who meet income eligibility standards. IDOC offenders who apply have presumptive eligibility for inpatient hospital stays and upon release from incarceration.
HSU	Health Services Unit.
IOT	Indiana Office of Technology
IAC	The Indiana Administrative Code.
IC or I.C.	The Indiana Code.
Implementation	The successful transition to the point of full service/operation as specified in the contract resulting from this RFP.
Installation	The delivery and physical setup of products or services requested in this RFP.
Medical Staff	Licensed MD, DO, DDS, Physician Extenders.
Mental Health Staff	Registered or Licensed Ph.D., MSW, MA, MD, DO, Behavioral Clinician (BC), or RN/LPN.

Monitor	Review and oversight functions carried out by the IDOC for the purpose of determining continuing contractor compliance with the requirements of the Contract.
NCCHC	The National Commission on Correctional Health Care is a not-for-profit organization, supported by national professional associations, that maintains a voluntary accreditation program for prisons that meet its published standards.
OIS	Offender Information System.
PD	Parole District.
Products	Tangible goods or manufactured items as specified in this RFP.
Proposal	An offer as defined in IC 5-22-2-17.
Qualified Health Care Staff	All licensed or registered health care providers.
Re-entry Services	Services provided to offenders immediately prior or immediately after release from a correctional facility to assist them in reintegrating into society and continuing or obtaining, financial, social, medical, addiction related services with community based providers.
Respondent	An offeror as defined in IC 5-22-2-18.
Services	Work to be performed as specified in this RFP.
SOMM	Sex Offender Management and Monitoring.
Specialty	A medical professional area of expertise such as ophthalmology, surgery, oncology, gynecology, cardiology, etc.
Staffing Levels	The required or allocated number of staff at a facility.
Standards	Recognized promulgated acceptable levels of quality of care.
State agency	As defined in IC 4-13-16.5-1 A) An authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative department of state government.

	B) An entity established by the general assembly as a body corporate and politic.
	C) A state educational institution.
Tele-Health	A computer or web-based system of communication that allows for off-site consultation and examination by physicians.
TOMS	Total Offender Management System.
Vendor	Any successful respondent selected as a result of the procurement process to deliver the products and services requested by this RFP.

1.3 PURPOSE OF THE RFP

The purpose of this RFP is to select a Vendor who can satisfy the State's need for comprehensive medical services for approximately 26,500 offenders located in nineteen (19) adult correctional facilities, four (4) juvenile facilities, including re-entry assistance immediately before and after release that assists offenders in obtaining services to address medical, mental health, and substance abuse needs. A list of the facilities can be found in the Appendix to this RFP as ATTACHMENT H.

It is the intent of the Indiana Department of Correction (IDOC) to enter into a contract with a capitated per diem rate with a single vendor providing all offender healthcare services under a comprehensive model.

1.4 SUMMARY SCOPE OF WORK

Applicable Standards

The services provided under the contract resulting from this RFP will be for comprehensive health care within a secure correctional environment, within available funds, and in accordance with the standards of the National Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA), current community standards of care, IDOC health directives, the Settlement Agreement with the United States Department of Justice (DOJ) and the State of Indiana, recommendations of the Center for Disease Control, recommendations of the U.S. Preventive Services Task Force, and community standards. The vendor will comply with all applicable statutes, promulgated rules and administrative directives pertaining to the delivery of health care services, including the Indiana Code and applicable federal statutes. The vendor will abide by all applicable IDOC policies, procedures, and directives. Whenever there is conflict between the vendor's standards and IDOC's policy, procedure or directive language, the IDOC's policy, procedures or directive language will take precedence over the vendor's. If any requirement of the RFP exceeds the standards of the ACA, NCCHC, CDC, or policies or procedures, the requirements of the RFP will prevail.

Health care is provided according to standards of care that are different for adult and juvenile populations. In juvenile facilities, health care is provided as part of a collaborative continuum of care that includes treatment teams, intensive case management and a therapeutic environment focused on rehabilitation and habilitation. The IDOC health care directives for both juvenile and adult offenders are included in the Appendix to this RFP as ATTACHMENT J and ATTACHMENT K, respectively.

The ACA dates of accreditation and re-accreditation for IDOC facilities are set forth in a chart attached to this RFP as ATTACHMENT N.

Facility Overview/Current Services

The IDOC requires the delivery of comprehensive medical services from an organization with the experience, expertise, and resources to provide comprehensive medical services to a population of approximately 26,500 offenders incarcerated in 23 correctional facilities located throughout the State of Indiana. These services include re-entry services at nine parole offices in the state which includes providing assistance to recent parolees and offenders in obtaining applicable community services to support a continuum of care on medical, mental health, and addiction recovery services. The comprehensive services include claims management of IDOC offenders placed in County jails.

IDOC employs over 8,100 staff in nineteen (19) adult correctional facilities and four (4) juvenile correctional facilities. Two (2) of the adult facilities, New Castle Correctional Facility (NCCF), and the Heritage Trail Correctional Facility (HTCF) are managed privately by the GEO Group; however, the Vendor shall be responsible for providing comprehensive health services for offenders in these facilities, with the exception of Addiction Recovery Services (ARS) which is provided by GEO Group to both facilities. Statistics with regard to current IDOC health care services are included in this RFP as ATTACHMENT Q.

The State of Indiana has implemented a hybrid vehicle for Medicaid expansion called HIP 2.0. The impact of HIP 2.0 is a reduction in the cost of inpatient hospital claims. When offenders are deemed presumptively eligible for HIP 2.0 due to inpatient status in a hospital, the federal government and the FSSA will now pay a significant portion of inpatient claims. This should reduce the overall cost to the Vendor in providing medical services pursuant to this RFP.

HIP 2.0 includes terms that enable IDOC offenders aged 19 to 64 who have inpatient status in a hospital to be presumptively eligible (PE) for Medicaid coverage. If an offender comes in who is already on the HIP 2.0 plan, FSSA has agreed to suspend the coverage which can simply be re-activated to cover inpatient care making PE unnecessary. It is expected that this pool of offenders will increase since all offenders who qualify for HIP 2.0 are enrolled by IDOC as part of the re-entry process.

When PE is activated under HIP 2.0, an interagency agreement exists between the Indiana Department of Correction and the Indiana Family and Social Services Administration which

requires the Indiana Department of Correction to pay a portion of the claim (approximately 33%). The Vendor shall reimburse the Indiana Department of Correction the approximately 33% portion of all such claims on a quarterly basis. The aforementioned notwithstanding, the Vendor shall not be responsible for reimbursing the State for the portion of a claim paid by either traditional Medicaid or by the Federal Government.

For claims not covered under HIP 2.0, and for all other claims from providers, the claims are payable at a Medicare +4% rate, which is the maximum rate that can be charged for such claims under State law.

The IDOC is currently under contract for all of its medical services from a single vendor, Corizon Medical Services, Inc., which expires January 1, 2017, and seeks to deliver quality and cost effective medical services to its offender populations by new contract.

A list of IDOC facilities with their addresses and populations is attached to this RFP as ATTACHMENT H. This list includes segregation beds.

Minimum Staffing

The contract resulting from this RFP will utilize a minimum staffing schedule. The minimum staffing schedule is set forth in ATTACHMENT M to this RFP. The Vendor may exceed this staffing schedule if it believes it necessary to meets the specifications set forth herein, but the Vendor will be responsible for any additional cost for staffing.

The services to be provided include:

Health and Behavioral Health Staff

- Physicians
- Physician extenders (nurse practitioners, physician assistants)
- Health Care Administrators
- Registered Nurses including Directors of Nursing and nurse managers)
- Licensed Practical Nurses, Certified Nursing Assistants, and Medical Assistants.
- Unlicensed assistive personnel (qualified medication aides, phlebotomists)
- Administrative support staff (secretaries, medical records clerk, schedulers, etc)
- Psychologists
- Mental Health Professionals
- Psychiatric aides
- Substance abuse Specialists/Addiction Recovery Staff
- Dentists
- Dental assistants
- Optometrist
- Physical Therapists
- X-ray Technicians

On-Site Medical Services

- All routine primary care services including acute care and chronic disease management and preventive services including vaccinations
- On site urgent and emergent services
- Intake screening and appraisals, syphilis risk assessment and HIV and hepatitis C testing
- Transfer screening
- Infectious disease management
- Infirmary (inpatient) care including skilled nursing care, convalescent care and hospice services
- Nursing services
- Medication management
- Therapeutic and diagnostic ancillary services including laboratory; x-ray, nuclear medicine, and other imaging modalities such as EKG, EEGs, CTs and MRIs
- Dialysis services
- Physical therapy and occupational therapy
- All health related durable medical equipment and assistive devices
- Hearing screening and other services necessary to identify and treat serious hearing impairment
- All optometry and podiatry services
- Women's health including STD screening at intake, pre and post natal care, on-site screening mammograms and routine outpatient GYN services (e.g. colposcopy and LEEPs)
- Telemedicine or on-site specialty care
- Health Education
- Re-Entry/Discharge planning

On-Site Mental/Behavioral Health Services

- Intake services including screening, appraisal and evaluation to determine mental health needs
- Routine interventions including screening and evaluating offender request for services, treatment planning, medication management and individual and group therapies and other mental health treatment programming
- Crisis management and acute stabilization services including the use of forced psychotropic medication
- Management of the mental health special needs units
- Suicide prevention
- Segregation rounds
- Case management and discharge planning services
- Trauma informed care in juvenile facilities
- Provision of mental health medications and therapies

Addiction Recovery (Addiction Recovery Services)

- All addiction recovery services including prescreening and intake assessments, individualized treatment planning, individual and group counseling, life-management skills, and relapse prevention
- Management of therapeutic communities programs and outpatient treatment programs
- Treatment summaries
- Release/recovery plans and recidivism prevention
- Excludes the HTCFC and NCCF facilities operated by GEO, Inc.

On-Site Dental Services (for all facilities)

- Dental screening at intake including oral hygiene instruction
- Emergency dental services
- Routine procedures
- Restorative procedures
- Extractions
- Endodontic Services
- Prosthetics, full and partial
- Prophylaxis
- Oral surgery services

Pharmacy Services

- All prescription medications
- Formulary management including a formulary exception process
- Routine and emergency procurement of medication
- Medication distribution
- Controlled substance management and accountability
- Discharge medication for released offenders
- Regional Pharmacy and Therapeutics Committee
- Pharmacist consultant for onsite review of the pharmaceutical services program

Electronic Health Record Management

- Computer installations, software, etc. required for health services use
- All software related maintenance, support and upgrades
- Licensing fees
- The electronic medical record must include
 - ❖ Patient demographics
 - ❖ clinical notes
 - ❖ allergies
 - ❖ Problem lists
 - ❖ templates for vital signs, weights, and other patient assessments (e.g. PEAK flows), intake screens, routine encounters, screening activities including transfer screens and annual health screens, nursing protocols, chronic disease management, vaccinations, TB screening and behavioral health evaluations

- ❖ formulary
- ❖ electronic prescribing including alerts for drug-drug interactions
- ❖ medication reports (e.g. new/renewed prescription list, medication due to expire etc)
- ❖ medication lists
- ❖ health maintenance reminders
- ❖ Laboratory and radiology interface
- ❖ Patient education material
- ❖ Query tools
- Disaster recovery
- Job specific training and maintenance of user guides
- Respond to request for medical or mental health record from outside agencies and providers

Off Site Care

- Establishment of a network of regional and tertiary care settings for outpatient specialty services.
- Establishment of arrangements for local off-site emergency room services.
- Establishment of a process for managing a prior approval process for necessary off-site services,
- Hospital services
- Medical transportation
- Therapeutic and diagnostic ancillary services which cannot be provided onsite including CT, MRIs, nuclear medicine, and other tests such as EEGs, etc.
- Note: Some inpatient services will be paid for under HIP 2.0, the IDOC's vehicle for Medicaid expansion. In such case, the Vendor's cost will be the reimbursement to the IDOC for the IDOC's portion of the claim (approximately 33%). Contractor will be responsible for the entire cost of inpatient services when presumptive eligibility is not obtained under HIP 2.0.
- Hospital deliveries by pregnant IDOC offenders are covered under traditional Medicaid.

County Jail Claims Management

- Associated personnel or services required to manage claims
- Vendor will manage and pay these claims with an attempt to reduce them subject to reimbursement by the IDOC.
- The vendor shall have a right to a 1% administration fee for any savings gained. The savings do not include savings resulting from the statutorily mandated Medicare +4% rate, or application of HIP 2.0.

Administrative Responsibilities

- Credentialing of staff
- Health services orientation and annual training
- Peer reviews
- Medical administrative meetings
- Quality assurance including mortality reviews, patient safety and sentinel event reviews

- Staff meetings
- Informal and formal grievance management
- Maintenance of accreditation (ACA) files
- Monthly statistical health services report
- Maintenance of ASCA data
- Reimbursement of IDOC for computer “seat” charges for computers provided by the State
- Reimbursement of the salaries and benefits of contract monitors.
- Reimbursement for ACA Accreditation/Re-Accreditation Fees
- Reimbursement of IDOC’s portion of claim under HIP 2.0 (approximately 33%)

Other Service Categories

- Employee health (Limited to TB screening, flu shots, and first responder care for IDOC correctional staff)
- All costs for medical/surgical and office supplies
- All costs for on-site medical and office equipment that are needed in addition to existing equipment
- Other costs not specifically identified but commonly associated with delivery of necessary health services
- Biohazard waste removal
- Sharps management and inventory control

The services to be procured by this RFP are currently being provided by a private vendor, Corizon, Inc., under a contract that is due to expire January 1, 2016. The selected Vendor to this RFP will be required to ensure a smooth transition with the shortest possible transition period practicable in the event the current vendor is replaced.

1.5 RFP OUTLINE

The outline of this RFP document is described below:

Section	Description
Section 1 – General Information and Requested Products or Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the products/services being solicited by the State/Agency via this RFP
Section 2 – Proposal Preparation Instruction	This section provides instructions on the format and content of the RFP including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal
Section 3 – Proposal Evaluation Criteria	This sections discusses the evaluation criteria to be used to evaluate respondents’ proposals

Attachment A	M/WBE Participation Plan Form
Attachment A1	IVBE Participation Plan Form
Attachment B	Sample Contract
Attachment C	Indiana Economic Impact Form
Attachment D	Cost Proposal Template
Attachment E	Business Proposal Template
Attachment F	Technical Proposal Template
Attachment G	Q&A Template
Attachment H	List of IDOC Facilities and Populations
Attachment I	Guidelines for Visitors
Attachment J	IDOC Health Care Directives Adult
Attachment K	IDOC Health Care Directives Juvenile
Attachment L	Copy of IPAS Settlement Agreement with Federal Court
Attachment M	Minimum Staffing Schedule
Attachment N	ACA Accreditation Schedule
Attachment O	Medical Professionals Salaries and Benefits
Attachment P	PREA Sign Off Sheet
Attachment Q	IDOC Offender Health Services Statistics
Attachment R	IDOC Performance Measures
Attachment S	Current IDOC Medical Equipment
Attachment T	IDOC Formulary

1.6 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFP must be submitted in writing by the deadline of **3:00 p.m. Eastern Time on September 27, 2016**. Questions/Inquiries may be submitted in Attachment G, Q&A Template, via email to jmayfield@idoa.IN.gov and must be received by the time and date indicated above.

Following the question/inquiry due date, Procurement Division personnel will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the IDOA website according to the RFP timetable established in Section 1.24. The question/inquiry

and answer link will become active after responses to all questions have been compiled. Only answers posted on the IDOA website will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

Inquiries are not to be directed to any staff member of the Indiana Department of Correction. Such action may disqualify Respondent from further consideration for a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on the IDOA website. If such addenda issuance is necessary, the Procurement Division may extend the due date and time of proposals to accommodate such additional information requirements, if required.

1.7 DUE DATE FOR PROPOSALS

All proposals must be received at the address below by the Procurement Division no later than **3:00 p.m. Eastern Time on November 9, 2016**. Each Respondent must submit **one original flash drive/CD-ROM (marked "Original") and eight (8) complete copies on flash drive/CD-ROM** of the proposal, including the Transmittal Letter and other related documentation as required in this RFP. The **original** flash drive/CD-ROM will be considered the official response in evaluating responses for scoring and protest resolution. **The respondent's proposal response on this flash drive/CD may be posted on the IDOA website, (<http://www.in.gov/idoa/2462.htm>) if recommended for selection.** Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Indiana Department of Administration
Procurement Division
402 West Washington Street, Room W468
Indianapolis, IN 46204

If you hand-deliver solicitation responses:

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of **July 21, 2008**, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 302 W. Washington St. (the eastern-most Washington St. entrance). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police.

Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.

If you ship or mail solicitation responses: United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom, and not directly to the Procurement Division. It is the responsibility of the Respondent to make sure that solicitation responses are received by the Procurement Division at the Department of Administration's reception desk on or before the designated time and date. Late submissions will not be accepted. The Department of Administration, Procurement Division clock is the official time for all solicitation submissions.

Regardless of delivery method, all proposal packages must be **sealed** and clearly marked with the RFP number, due date, and time due. IDOA will not accept any unsealed bids. Any proposal received by the Department of Administration, Procurement Division after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one proposal per Respondent may be submitted.

The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

1.8 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on September 6, 2016 at 11:00 AM in Indiana Government Center South Conference Center Room 22. At this conference, potential respondents may ask questions about the RFP and the RFP process (e.g., how to fill out IDOA forms, etc.). No questions will be taken during the Pre-Proposal Conference regarding the scope of work for this project. Respondents are reminded that no answers issued verbally at the conference are binding on the State and any information provided at the conference, unless it is later issued in writing, also is not binding on the State.

1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made in the manner and format consistent with the submittal of the original response, acceptable to IDOA and clearly identified as a modification.

The Respondent's authorized representative may withdraw the proposal, in person, prior to the due date. Proper documentation and identification will be required before the Procurement Division will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered.

1.10 PRICING

The contract resulting from the RFP will be a capitation contract based on fixed or stipulated population of 26,500 which reflects the expected population total for the term of the contract being procured. The price should be given as a cost per day, or per diem rate, by offender. There will be a monthly settlement based on the number of actual number of offenders residing in the IDOC facilities. This settlement will adjust the cost based on the per diem multiplied by the stipulated population with a variable per diem that represents 43% of the regular per diem. This adjustment shall lower the cost of the services by the amount of the variable per diem multiplied by the difference between the actual and stipulated populations. If the actual population is lower than the stipulated population, then the variable will act as a credit to the IDOC on the Vendor's invoice, if the actual population is higher then the variable will act as an increase to the vendors invoice.

The per diem fee should include the cost of managing claims of IDOC offenders in county jails, less the administrative fee indicated. Although the Vendor may pay the claims on behalf of the IDOC, the IDOC intends that the Vendor manage claims and the Department will pay the claims through a reimbursement to the Vendor. In pursuing claims management and elsewhere in the contract resulting from this RFP, the vendor shall not have a right to, nor claim as a Vendor benefit to the State, savings associated through application of HIP 2.0 to vendor claims, or resulting from the legislated limit on claims to 104% of the Medicare rate.

The capitation rate is intended to cover all health care related costs that are described in this RFP or otherwise to be inclusive of all services. Total cost and fees are to be documented on the pricing matrix included in the RFP as ATTACHMENT D. The Respondents are required to detail the costs line by line as set forth in the pricing matrix.

Pricing on this RFP must be firm and remain open for a period of not less than 180 days from the proposal due date. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

Please refer to the Cost Proposal sub-section under Section 2 for a detailed discussion of the proposal pricing format and requirements.

1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing respondents only if the identity of the respondent providing the information is not disclosed to others. The State will provide equivalent information to all respondents which have been chosen for discussions.

Discussions, along with negotiations with responsible respondents may be conducted for any appropriate purpose.

The Procurement Division will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

A sample contract is provided in ATTACHMENT B. Any requested changes to the sample contract must be submitted with your response (See Section 2.3.5 for details). The State reserves the right to reject any of these requested changes. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

1.12 BEST AND FINAL OFFER

The State may request best and final offers from those Respondents determined by the State to be reasonably viable for contract award. However, the State reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

Following evaluation of the best and final offers, the State may select for final contract negotiations/execution the offers that are most advantageous to the State, considering cost and the evaluation criteria in this RFP.

1.13 REFERENCE SITE VISITS

The IDOC will allow site visits at all IDOC facilities and several Parole Offices, including those that have unique structure for delivery of services. The site visits are optional, and Respondents may visit one or more, or all facilities. All potential respondents are encouraged to participate in the facility site visits. The site visits are scheduled to begin the week of September 12, 2016 and end on September 20, 2016. The site visits will initiate at no earlier than 8:00 a.m. and finish by 5:00 p.m. All times are in the Local Time Zone of the facility being visited.

Written site visit requests must be submitted to Jennifer Mayfield, IDOA, via e-mail jmayfield@idoa.in.gov, no later than 1:00 p.m., September 9, 2016 Eastern Time. The written request must include name of each visitor, organization, birth date of each visitor, and must specify the number of visitors and the facilities to be visited. Respondents are expected to provide their own transportation to all facilities. Admission to a facility will not be granted unless this process is followed.

Respondents must abide by all IDOC policy and procedure for visitors, including being subject to a search of their persons as a prerequisite for entry into a facility. The IDOC Guidelines for Visitors are attached to this RFP as ATTACHMENT I. The following are the sites available for visits and the duration for each visit.

September 12 (all times local)

Indiana State Prison
Westville Correctional Facility
Camp Summit (juvenile)
South Bend Work Release

DURATION

08:00 am to 10:00 am
11:00 am to 01:00 am
02:00 pm to 3:00 pm
04:00 pm to 05:00 pm

September 13 (all times local)

Chain O' Lakes Correctional Facility
Fort Wayne Parole Office (PD#2)
Miami Correctional Facility
Logansport Juvenile Facility

08:00 am to 09:00 am
10:00 am to 11:00 am
01:00 pm to 03:00 pm
04:00 pm to 05:00 pm

September 14 (all times local)

New Castle Correctional Facility
Correctional Industrial Facility
Pendleton Juvenile Facility
Indianapolis Parole Office (PD#3)

08:00 am to 10:00 am
11:30 pm to 01:00 pm
01:30 pm to 02:30 pm
04:00 pm to 05:00 pm

September 15 (all times local)

Edinburgh Correctional Facility
Indianapolis Re-entry Facility
Pendleton Correctional Facility

09:00 am to 10:00 am
11:00 am to 12:00 pm
02:00 pm to 05:00 pm

September 16 (all times local)

Indiana Women's Prison
Plainfield Correctional Facility
Reception Diagnostic Center (Intake)
Heritage Trail Correctional Facility

09:00 am to 11:00 am
12:00 am to 02:00 pm
02:30 pm to 03:30 pm
04:00 pm to 5:00 pm

September 19 (all times local)

Putnamville Correctional Facility
Rockville Correctional Facility (female)
Wabash Correctional Facility

08:00 am to 09:30 am
11:00 pm to 12:30 pm
02:30 pm to 05:00 pm

September 20 (all times local)

Evansville Parole Office (PD#4A)
Branchville Correctional Facility
Madison Correctional Facility (juvenile)
Madison Correctional Facility (female-adult)

08:00 am to 09:00 am
10:30 am to 12:00 am
02:30 pm to 03:00 pm
03:00 pm to 05:00 pm

Personnel conducting the tours will be limited to responding to questions specific to the operation of the facility and will not respond to any questions regarding the RFP or expectations, which may result from the RFP. Respondents are reminded that no answers issued verbally at the facility site visits are binding on the State and any information provided at the facility site visit, unless later issued in writing, is not binding on the State.

1.14 TYPE AND TERM OF CONTRACT

The State intends to sign a contract with one Respondent to fulfill the requirements in this RFP.

Type of Contract Sought

The contract resulting from this RFP shall be a comprehensive contract that includes all health care service areas listed in this RFP, including, but not limited to, routine health, chronic care, emergent care, dental, mental health, substance abuse, pharmacy, and all support services. It is the IDOC's experience a single, comprehensive model for delivery of services requires less institutional monitoring and oversight than a model breaking these services out into separate contracts.

The contract resulting from this RFP is intended to be a capitation contract based on a single *per man per diem* rate, inclusive of all costs, including, but not limited to, all services, materials, contract monitoring, licensing, personnel, administration, medical equipment, formulary, transportation, hospitalization, legal, and advisory cost, claims management, and software. The IDOC will provide an area for an infirmary in facilities that have an infirmary, or area for the delivery of medical services, at each location and any non-medical office furniture. The IDOC will provide all computers (hardware only) (or thin client workstations), printers, and access to its the IDOC operating system for purposes of allowing the Vendor to communicate, interface with IDOC staff, and maintain electronic medical records, but the Vendor will be expected to reimburse the IDOC a monthly "seat charge" for the maintenance, access, and periodic upgrade of the computers utilized, and for the costs of e-mail and voicemail.

The Vendor will be expected to assume all risks associated with the Contract.

Term of the Contract

The term of the contract shall be for a period of three (3) years from the date of contract execution. There may be two (2) three-year renewals for a total of nine (9) years at the State's option.

1.15 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and

competitors. Respondents claiming a statutory exception to the APRA must indicate so in the Transmittal Letter. Confidential Information must also be clearly marked in a separate folder on any included flash drive/CD-ROM. The Respondent must also specify which statutory exception of APRA that applies. The State reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the Public Access Counselor. Prices are not confidential information.

1.16 TAXES

Proposals should not include any tax from which the State is exempt.

1.17 PROCUREMENT DIVISION REGISTRATION

In order to receive an award, you must be registered as a bidder with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the award all Respondents are strongly encouraged to register prior to submission of their response. Respondents should go to www.in.gov/idoa/2464.htm.

1.18 SECRETARY OF STATE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576
www.in.gov/sos

1.19 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the

entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

1.20 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5, it has been determined that there is a reasonable expectation of minority and woman business enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore a contract goal of 8% for Minority Business Enterprises and 8% for Woman Business Enterprises have been established and all respondents will be expected to comply with the regulation set forth in 25 IAC 5.

Failure to address these requirements may impact the evaluation of your proposal.

1.21 MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR COMMITMENT

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a MWBE Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety.

Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms, on or before the proposal due date
- Each firm may only serve as one classification – MBE, WBE, or IVBE (see section 1.21)
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- **Must serve a Commercially Useful Function (CUF). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**

- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The State reserves the right to deny evaluation points if the letter(s) is not attached. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or <http://www.in.gov/idoa/2352.htm>.

1.22 INDIANA VETERANS BUSINESS ENTERPRISE SUBCONTRACTOR COMMITMENT

In accordance with Executive Order 13-04 and IC 5-22-14-3.5, it has been determined that there is a reasonable expectation of Indiana Veterans Business Enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore, a contract goal of 3% for Indiana Veterans Business Enterprises has been established. The IVBE Subcontractor Commitment Form is to be submitted alongside the respondent's proposal. The Form must show that they are participating in the proposed contract and IVBE firms that meet the requirements listed at the Veteran's Business Program website (<http://www.in.gov/idoa/2862.htm>).

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in "**TOTAL BID AMOUNT**" should match the amount entered in the Attachment D, Cost Proposal Template.

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the IVBE Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed IVBE subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Business Enterprise VetBiz registry, on or before the proposal due date
- Must qualify as a Buy Indiana Business under designation 1, on or before the proposal due date. See section 2.7 for more information
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVBE
- A Prime Contractor who is an IVBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- **Must serve a Commercially Useful Function (CUF). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the VetBiz directory <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract

INDIANA VETERAN’S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the IVBE must accompany the IVBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the IVBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The State reserves the right to deny evaluation points if the letter(s) is not attached. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the **“TOTAL BID AMOUNT”** and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the policies and processes involving the State’s IVBE Program. Questions involving the regulations governing the IVBE Subcontractor Commitment Form should be directed to: indianaveteranspreference@idoa.in.gov.

1.23 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.24 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings.

Key RFP Dates

Activity	Date
Issue of RFP	August 26, 2016
Pre-Proposal Conference	September 6, 2016
Deadline to Submit Facility Visit(s) Information	September 9, 2016
Facility Visits	September 12 – 20, 2016
Deadline to Submit Written Questions	September 27, 2016
Response to Written Questions/RFP Amendments	October 11, 2016
Submission of Proposals	November 9, 2016
<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation	TBD
Proposal Discussions/Clarifications (if necessary)	TBD
Oral Presentations (if necessary)	TBD
Best and Final Offers (if necessary)	TBD
RFP Award Recommendation	TBD

1.25 EVIDENCE OF FINANCIAL RESPONSIBILITY (25 IAC 1.1-1-5)

A proposal bond in the amount of \$1,000,000 is required to guarantee the financial stability of the company and to guarantee the Respondent is willing to sign a contract with the State. The original proposal bond must be included with the original proposal, and photocopies of the bond are to be included with the copies of the proposal. Proposal bonds will be returned after the contract has been fully executed with the selected respondent or if it is necessary to cancel the procurement. Proposal bonds must be submitted in the form of a cashier's check, certified check, or surety bond. If the surety bond is executed, the surety company must be authorized to do business with the State of Indiana as approved by the Indiana Department of Insurance. This surety must be made payable to the "Indiana Department of Administration" and may be

cashed by the State if the selected respondent fails to enter into a contract with the State if selected by the State to do so. A respondent shall forfeit the proposal bond if the respondent is selected and fails to sign a contract within 14 days from receipt of a final contract document, or the respondent is selected and cannot obtain an operational performance bond within 14 calendar days of the execution of the contract. Either of the above time frames may be extended by IDOA.

A performance bond will be required during the first year of the contract to guarantee the performance of the selected medical and/or mental health services respondent after the contract is signed. The performance bond amount required is as follows:

In the event a comprehensive proposal is accepted, evidence of financial responsibility in the form of a Performance Bond in the amount of \$25,000,000 is due within 15 calendar days after the execution of the contract, and must be made payable to “Indiana Department of Administration” and must be in the form of a bond acquired from a surety company registered with the Indiana Department of Insurance, or other evidence deemed acceptable by the State. The evidence of financial responsibility must remain in effect for the first year of the contract. Notwithstanding any other provisions relating to the beginning of the term, the contract shall not become effective until the evidence of financial responsibility required by the contract is delivered in the correct form and amount to IDOA Procurement. The evidence of financial responsibility must be submitted to the following address:

Jennifer Mayfield
Indiana Department of Administration
402 West Washington Street, W468
Indianapolis, IN 46204

Respondents wishing the return of a performance bond should attach a self-addressed envelope. The requested document will be returned as soon as possible upon successful completion of the contract. Bonds not claimed may be destroyed upon successful completion of the contract.

1.26 CONFLICT OF INTEREST

Any person, firm or entity that assisted with and/or participated in the preparation of this RFP document is prohibited from submitting a proposal to this specific RFP. For the purposes of this RFP “person” means a state officer, employee, special state appointee, or any individual or entity working with or advising the State or involved in the preparation of this RFP proposal. This prohibition would also apply to an entity who hires, within a one-year period prior to the publication of this RFP, a person that assisted with and/or participated in the preparation of this RFP.

SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal.
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The electronic copies of the proposal submitted via flash drive/CD-ROM should be organized to mirror the sections below and the attachments.
- Each item, i.e. Transmittal Letter, Business Proposal, Technical Proposal, Cost Proposal, etc, must be separate stand alone electronic files on the flash drive/CD-ROM. Please do not submit your proposal as one large file.
- Whenever possible, please submit all attachments in their original format.
- Confidential Information must also be clearly marked in a separate folder/file on any included flash drive/CD-ROM.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

2.2.1 Agreement with Requirement in listed in Section 1

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/conditions listed in Section 1.

2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in Section 2.4 of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses.

2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general

conditions including the information requested in Section 2.3.4, must sign the Transmittal Letter. **In the Transmittal Letter, please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-mail address, if that contact is different than the individual authorized for signature.**

2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor addresses.

2.2.5 Confidential Information

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.* (see section 1.16).

Provide the following information:

- List all documents where claiming a statutory exemption to the APRA;
- Specify which statutory exception of APRA that applies for each document;
- Provide a description explaining the manner in which the statutory exception to the APRA applies for each document.

2.2.6 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional." **The Business Proposal Template is ATTACHMENT E.**

2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization. This section is to include your company's history, leadership, current (last 5 years) contract health service history, special strengths or factors to be considered, and any other information the Vendor wishes to be considered in this section. This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

Please provide resumes of key management personnel who will be providing services under the Contract resulting from this RFP. If you intend to use any key management personnel who are currently providing services under the current contract, resumes are not requested for those persons.

2.3.3 Company Financial Information

This section must include the Respondent's financial statement, including an income statement and balance sheet, for each of the three most recently completed fiscal years. The financial statements must demonstrate the Respondent's financial stability. If the financial statements being provided by the Respondent are those of a parent or holding company, additional financial information should be provided for the entity/organization directly responding to this RFP.

The financial statements must have been audited by an accounting firm, and the opinion of the firm with regard to such statements shall be provided in response to this Section. The IDOC reserves the right to reject any financial statements that do not come with either a "qualified opinion" or "unqualified opinion" by the auditor as issued under general accounting practices.

The State reserves the right to evaluate financial stability on a Pass/Fail basis. Financial statements and balance sheets that do not show a stable cash flow and/or have a negative balance are subject to being disqualified due to lack of financial stability.

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

The Sarbanes Oxley Act of 2002, H.R. 3763, is NOT directly applicable to this procurement; however, its goals and objectives may be used as a guide in the determination of corporate responsibility for financial reports.

2.3.5 Contract Terms/Clauses

A sample contract that the State expects to execute with the successful Respondent(s) is provided in ATTACHMENT B. This contract contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are non-negotiable. Other clauses are highly desirable. It is the State's expectation that the final contract will be substantially similar to the sample contract provided in Attachment B.

In your Transmittal Letter please indicate acceptance of these mandatory contract terms (see section 2.2.2). In this section please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause. If you require additional contract terms please include them in this section. To reiterate it's the State's strong desire to not deviate from the contract provided in the attachment and as such the State reserves the right to reject any and all of these requested changes.

The mandatory contract terms are as follows:

- Duties of Contractor, Rate of Pay, and Term of Contract
- Authority to Bind Contractor
- Compliance with Laws
- Drug-Free Workplace Provision and Certification
- Employment Eligibility
- Funding Cancellation

- Governing Laws
- Indemnification
- Information Technology
- Non-Discrimination Clause
- Ownership of Documents and Materials
- Payments
- Penalties/Interest/Attorney's Fees
- Termination for Convenience
- Non-Collusion and Acceptance

Any or all portions of this RFP and any or all portions of the Respondents response may be incorporated as part of the final contract

2.3.6 References

The Respondent must include a list of at least three (3) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information.

2.3.7 Registration to do Business

Secretary of State

If awarded the contract, the Respondent will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

Department of Administration, Procurement Division

Additionally, respondents must be registered with the IDOA. This can be accomplished on-line at <http://www.in.gov/idoa/2464.htm>.

The IDOA Procurement Division maintains two databases of vendor information. The Bidder registration database is set up for vendors to register if you are interested in selling a product or service to the State of Indiana. Respondents may register on-line at no cost to become a Bidder with the State of Indiana. To complete the on-line Bidder registration, go to <http://www.in.gov/idoa/2464.htm>. The Bidder registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's

area(s) of interest, selected during the registration process. Respondents do need to be registered to bid on and receive email notifications. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of Indiana, and locations(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database. To receive an award, you must be registered as a bidder. Problems or questions concerning the registration process or the registration form can be e-mailed to Amey Redding, Vendor Registration Coordinator, aredding@idoa.in.gov, or you may reach her by phone at (317) 234-3542.

2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.3.9 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by

appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1. See Section 1.21 and Attachment A for Minority and Women Business information.

2.3.10 Evidence of Financial Responsibility

This section will indicate the ability to provide the mandatory evidence of financial responsibility. See Section 1.25 for details.

Notwithstanding any other provisions relating to the beginning of the term, any contract will not become effective until the evidence of financial responsibility is delivered in the correct form and amount to the address indicated in Section 1.25.

2.3.11 General Information

Provide your company's general information including contact information. Please include you EIN or federal tax ID number.

2.3.12 Experience Serving State Governments

Please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts.

Please list any contracts it has had for medical services with other State correctional agencies that have ended early or otherwise before the expiration date set forth in the contract. Along with such list, please include an explanation for the early termination, including whether it was due to action by the State Agency or by the Respondent.

Please list all contracts in which the Vendor experienced a loss of funds exceeding \$100,000 due to delays, liquidated damages, penalties, staffing paybacks, and/or forfeiture of performance bond in whole or in part. Please explain.

Please provide a copy of all articles of adverse media coverage which has involved your company within the past three years. If multiple articles relate to the same particular event, then one article may be provided. Please provide an explanation if you believe it helpful to understanding the matter. Please include any specific media coverage relating to contracts in Indiana should be included.

2.3.13 Experience Serving Similar Clients

Each Respondent is asked to please describe your company's experience in serving clients of a similar size to the State that also had a similar scope. Please provide specific clients and detailed examples.

2.3.14 Indiana Preferences

Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent's ability to claim eligibility for Buy Indiana points. **Respondent must clearly indicate which preference(s) they intend to claim. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.**

Buy Indiana

Refer to Section 2.7 for additional information.

2.3.15 Payment Deleted as not applicable.

2.4 TECHNICAL PROPOSAL

The Technical Proposal Template is ATTACHMENT F.

The Technical Proposal must be divided into the sections as described in the template attached to this RFP as ATTACHMENT F. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with

referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State.

Failure to follow these guidelines may result in disqualification of the proposal or a lower quality score for the overall proposal.

2.5 COST PROPOSAL

The Cost Proposal Template is ATTACHMENT D.

INSTRUCTIONS: The cost proposed by the Respondent in this RFP and implemented by the Vendor for the contract resulting from this RFP shall be inclusive of the cost for all services, staffing, equipment, supplies, and administrative costs as specified in this RFP. The Cost shall be set out in a line item format in the Line Item Pricing Tab of the Cost Proposal template attached to this RFP as ATTACHMENT D, clearly indicating the cost for each specified services for each year of a three year contract term. The resultant rate shall be the per diem (per day) capitation rate inclusive of all medical services as specified in the RFP. The per diem capitation rate proposed by the vendor for each year shall not be subject to adjustment during the original contract term in order to account for increases in the cost of living and inflation; accordingly, the Respondent must build in any increase for inflation or cost of living increase it anticipates into its the per diem capitation rate set forth for each year in its cost proposal.

Vendor shall be responsible for the cost of any services or equipment not accounted for in its proposal, but which are necessary for the delivery of the comprehensive medical services requested in the RFP. Vendor assumes all financial risk associated with the cost of services to be provided, including increased cost due to an unanticipated increase in requests for treatment, chronic care, emergent care, and market increases for equipment, supplies, formulary, etc, unless the IDOC has expressly assumed responsibility for such cost in this RFP, or the cost is due to the opening of a new IDOC facility not contemplated in this RFP.

This section notwithstanding, the IDOC shall be responsible for payment or reimbursement to Vendor of county jail bed claims, after application of claims management or claim reduction by the Vendor, and for any amount resulting from the Chief Medical Officer requesting treatment for Hepatitis C in excess of the amount to be placed in escrow by the Vendor for such treatment.

The Respondent should also factor into its cost, the \$250K reimbursement for contract monitoring, the reimbursement for seat charges, the reimbursement for HIP 2.0, the escrow amount for medical equipment, amount for AED devices, annual cost of living increases/inflation, and the potential staffing paybacks and paybacks for underperformance associated with the contract resulting from this RFP.

The Cost Proposal must be submitted in the original format. Any attempt to manipulate the format of the Cost Proposal document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

Cost Proposal Narrative

The Respondent should provide a brief narrative (not longer than two pages) in support of each Cost Proposal item. The narrative should be focused on clarifying how the proposed prices correspond directly to the Respondent's Technical Proposal. For example, evaluators will expect detailed explanation of *Maintenance and Support* to correspond to *Maintenance and Support items* described in the Technical Proposal.

Cost Assumptions, Conditions and Constraints

The respondent should list and describe as part of its Cost Proposal any special cost assumptions, conditions, and/or constraints relative to, or which impact, the prices presented on the Cost Schedules. It is of particular importance to describe any assumptions made by the respondent in the development of the respondent's Technical Proposal that have a material impact on price. It is in the best interest of the respondent to make explicit the assumptions, conditions, and/or constraints that underlie the values presented on the Cost Schedules. Assumptions, conditions or constraints that conflict with the RFP requirements are not acceptable.

Respondent shall not make its cost conditional or contingent upon any factor outside of the specifications set forth in this RFP.

2.6 INDIANA ECONOMIC IMPACT

All companies desiring to do business with state agencies must complete an "Indiana Economic Impact" form (ATTACHMENT C). The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state. The amount entered in Line 16 "Total amount of this proposal, bid, or current contract" should match the amount entered in the Attachment D, Cost Proposal Template.

2.7 BUY INDIANA INITIATIVE/INDIANA COMPANY

It is the Respondent's responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has previously registered its business with IDOA, go to <http://www.in.gov/idoa/2464.htm> and click on the link to update this registration. Click the tab titled Buy Indiana. Select the appropriate category for your business. Respondents may only select one category. Certify this selection by clicking the check box next to the certification paragraph. Once this is complete, save your selection and exit your account.

Respondents that have not previously registered with IDOA must go to <http://www.in.gov/idoa/2464.htm> and click on the link to register. During the registration process, follow the steps outlined in the paragraph above to certify your business' status. The registration process should be complete at the time of proposal submission.

Respondent must clearly indicate which preference(s) they intend to claim in the Business Proposal, ATTACHMENT E. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.

Defining an Indiana Business:

"Indiana business" refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.

Respondents claiming this status must indicate which of the provisions above qualifies them as an Indiana business. They must also fully complete the Indiana Economic Impact Form (Attachment C) and include it with their response.

The following is the policy concerning items 4 & 5 described below. Appropriate documentation must be provided with your proposal response supporting either claim made below:

- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

Substantial Indiana Economic Impact:

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category #5. If a Respondent needs assistance in determining if its business qualifies under this criterion, please send an email inquiry to buyindianainvest@idoa.in.gov and you will receive a response within forty-eight (48) hours. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

SECTION THREE ***PROPOSAL EVALUATION***

3.1 PROPOSAL EVALUATION PROCEDURE

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.
- 3.1.3 If technical proposals are close to equal, greater weight may be given to price.
- 3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by IDOA and the Indiana Department of Correction for further action, such as contract negotiations. If, however, IDOA and the Indiana Department of Correction decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, IDOA may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 103). Negative points may be assigned in the cost score. Additionally, there is an opportunity for a bonus of five points if certain criteria are met. For further information, please reference Section 3.2.3 below. If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable

federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

Summary of Evaluation Criteria:

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	45 available points
3. Cost (Cost Proposal)	30 available points
4. Indiana Economic Impact	5
5. Buy Indiana	5
6. Minority Business Enterprise Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.6)
7. Women Business Enterprise Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.6)
8. Indiana Veteran Business Enterprise (IVBE) Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.7)
Total	100 (103 if bonus awarded)

All proposals will be evaluated using the following approach.

Step 1

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

Step 2

The proposals that meet the Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. This scoring will have a maximum possible score of 75 points with a potential of 5 bonus points if certain criteria are met. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3 ONLY. This ranking will be used to create a “short list”. Any proposal not making the “short list” will not be considered for any further evaluation.

Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc focused on cost and other proposal elements. Step 2 may include a second “short list”.

Step 3

The short-listed proposals will then be evaluated based on all the entire evaluation criteria outlined in the table above.

If the State conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

3.2.1 Adherence to Requirements – Pass/Fail

Respondents passing this category move to Phase 2 and proposal is evaluated for Management Assessment/Quality and Price.

The following 2 categories cannot exceed 75 points.

3.2.2 Management Assessment/Quality – **45** available points

3.2.3 Price – **30** available points

Price will be measured against the State’s baseline costs for this scope of work. The cost that the State is currently paying or its best estimate will constitute the baseline cost. Cost scoring points will be assigned as follows:

- Respondents who meet the State’s current baseline cost will receive zero (0) cost points.
- Respondents who propose a decrease to the State’s current costs will receive positive points at the same rate as bid increasing cost.
- Respondents who propose an increase to the State’s current cost will receive negative points at the same rate as bid lowering cost.
- Respondents who propose a 10% decrease to the State’s current baseline cost will receive all of the available cost points.
- If multiple Respondents decrease costs below 10% of the current baseline, an additional 5 points will be added to the Respondent proposing the lowest cost to the State.

The baseline for this RFP is \$94,597,050 for Year 1 based on a capitated per diem rate of \$9.78. The baseline is \$96,531,550 for Year 2 based on a capitated per diem rate of \$9.98. The baseline is \$98,466,050 for Year 3 based on a capitated per diem rate of \$10.18.

To account for inflation/cost of living increases, the baseline for Year 1 is based on a 2% increase to the current contract rate. To account for future inflation/cost of living increases, the baseline for Year 2 reflects a 2% increase to the Year 1 rate, and the baseline for Year 3 reflects a 2% increase to the Year 2, rate. All baselines are based on offender population of 26,500.

3.2.4 Indiana Economic Impact (5 points)

See Section 2.6 for additional information.

The total number of full time equivalent (FTE – please see Section 1.2 for a definition of FTE’s) Indiana resident employees for the Respondent’s proposal, to execute the scope of work proposed in this RFP, (prime contractor and subcontractors) will be used to evaluate the Respondent’s Indiana Economic Impact. Points will be awarded based on a graduated scale. The Respondent with the most Indiana FTEs will be awarded 5 points. Points will then be awarded to the remaining Respondents proportionately. Please see Attachment C, Indiana Economic Impact Form, for more detailed instructions.

3.2.5 Buy Indiana Initiative – 5 points

Respondents qualifying as an Indiana Company as defined in Section 2.7 will receive 5 points in this category.

3.2.6 Minority (5 points) & Women's Business (5 points) Subcontractor Commitment - (10 points).

The following formula will be used to determine points to be awarded based on the MBE and WBE goals listed in Section 1.20 of this RFP. Scoring is conducted based on an assigned 10-point, plus possible 2 bonus-points, scale (MBE: Possible 5 points + 1 bonus point, WBE: Possible 5 points + 1 bonus Point). Points are assigned for respective MBE participation and WBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent’s commitment percentage is less than the established MBE or WBE goal, the maximum points achieved will be awarded according to the following schedule:

%	1%	2%	3%	4%	5%	6%	7%	8%
Pts.	.625	1.25	1.875	2.5	3.125	3.75	4.375	5.0

NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 4.375 pts., 7.50% will be rounded up to 8% = 5.00 pts.)

If the respondent's commitment percentage is rounded down to 0% for MBE or WBE participation the respondent will receive 0 points.

If the respondent's commitment percentage is 0% for MBE or WBE participation, a deduction of 1 point will be discounted on the respective MBE or WBE score.

The respondent with the greatest applicable CUF participation which exceeds the stated goal for the respective MBE or WBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the respective MBE/WBE category both firms will receive 6 points.

3.2.7 Indiana Veteran Business Enterprise Subcontractor Commitment - (5 points).

The following formula will be used to determine points to be awarded based on the IVBE goal listed in Section 1.22 of this RFP. Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-point, scale. Points are assigned for IVBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent's commitment percentage is less than the established IVBE goal, the maximum points achieved will be awarded according to the following schedule:

%	0%	0.6%	1.2%	1.8%	2.4%	3%
Pts.	-1	1	2	3	4	5

NOTE: Fractional points will be awarded based upon a graduated scale between whole points. (e.g. a 0.3% commitment will receive .5 points and a 1.5% commitment will receive 2.5 points)

If the respondent's commitment percentage is 0% for IVBE participation, a deduction of 1 point will be assessed.

The respondent with the greatest applicable CUF participation which exceeds the stated goal for the IVBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the IVBE category both firms will receive 6 points.

3.2.8 Qualified State Agency Preference Scoring

When applicable, pursuant to Indiana Code 5-22-13, a qualified state agency submitting a response to this RFP will be awarded preference points for Minority, Women's, and Indiana Veteran Business Enterprise equal the Respondent awarded the highest combined points awarded for such preferences in the scoring of this RFP.

The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposal(s) offer the best means of servicing the interests of the State. The exercise of this discretion will be final.